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EX PARTE

March 6, 2000

Ms. Magalie Roman Salas, Secretary
Federal Communications Commission
445 12th Street, S.W., Room TW-A325
Washington, D.C. 20554

RE: **Petition of Global NAPs, Inc., for Preemption of the Jurisdiction of the
Massachusetts Department of Telecommunications and Energy Pursuant to Section
252(e)(5) of the Telecommunications Act of 1996, CC Docket No. 99-354.**

Dear Ms. Salas:

The subject petition of Global NAPs asks the Federal Communications Commission ("Commission") to preempt the Massachusetts Department of Telecommunications and Energy ("MDTE") because of a purported failure of the MDTE to act in a timely way on Global NAPs' "Motion for Complaint" against Bell Atlantic. Global NAPs asserts that Commission preemption of the MDTE is not only warranted but mandatory.

The MDTE respectfully urges the Commission to reject this unfounded claim of preemption and suggests that Global NAPs' claim can be disposed of with all the terseness of a rescript opinion. A dispositive opinion of the Commission already controls. In a recent order dismissing a Global NAPs tariff, the Commission stated:

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The parties executed their interconnection agreement despite their inability to reach a consensus on whether the above-quoted language¹ in the interconnection agreement requires payment of reciprocal compensation for traffic that is delivered to ISPs, i.e., calls made by one carrier's customers that are handed off to the other carrier for delivery to the latter carrier's ISP customers. In place of such a consensus, the parties agreed to interpret the applicable language in their agreement in the same manner in which identical language in other Bell Atlantic/CLEC interconnection agreements was ultimately interpreted by the Massachusetts DTE.

FCC 99-381, MEMORANDUM OPINION AND ORDER, File No. E-99-22, released December 2, 1999, par. 5 [footnote added] ("FCC 99-381").

The MDTE dismissed the Global NAPs' "Motion for Complaint" on the basis that "[t]he operative provisions of Global NAPs' agreement (i.e., the definition of local traffic and the payment of reciprocal compensation) are in all material respects the same as the provision in the MCI WorldCom agreement, which were the subject of the dispute in this proceeding (D.T.E. 97-116)."² Therefore, the Commission can readily bring closure to this matter by reliance on its earlier, relevant pronouncement; and the MDTE respectfully request that the Commission do so.

¹ The "above-quoted language" from the interconnection agreement referred to in FCC 99-381, reads, "Reciprocal compensation only applies to the transport and termination of Local Traffic billable by NYNEX [now Bell Atlantic] which a Telephone Exchange Service Customer originates on NYNEX's or Global NAPs' network for termination on the other Party's network." The interconnection agreement defines "Local Traffic" as "a call which is originated and terminated within a given LATA, in the Commonwealth of Massachusetts. . . ." The interconnection agreement further provides that the parties "shall compensate each other for the transport and termination of Local Traffic in an equal and symmetrical manner at the rate provided in the Pricing Schedule."

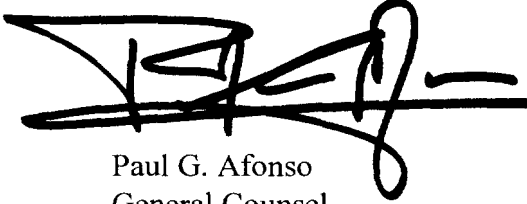
² The relevant sections of both interconnection agreements are attached to this filing for reference.

MDTE Ex Parte Filing
March 6, 2000

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Please do not hesitate to contact me with any questions concerning this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'P. Afonso', written over a horizontal line.

Paul G. Afonso
General Counsel

cc: Attached Service List

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of June 26, 1996

by and between

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

and

MFS INTELENET OF MASSACHUSETTS, INC.

and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel ("2B+D").

1.36 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

1.37 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.38 "Local Traffic" means a call which is originated and terminated within a given LATA, in the Commonwealth of Massachusetts, as defined in DPU Tariff 10, Section 5, except for those calls that are specified to be terminated through switched access arrangements. IntraLATA calls originated on a 1+ presubscription basis when available or a casual dialed (10XXX/101XXX) basis are not considered local traffic.

1.39 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.40 "Local Link Transmission" or "Link" means the entire transmission path which extends from the network interface/demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Links are defined by the electrical interface rather than the type of facility used.

1.41 "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.42 "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Link used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

1.43 "Meet-Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service as agreed to in the Agreement for Switched Access Meet Point Billing.

1.44 "Network Element" is As Defined in the Act.

1.45 "Network Element Bona Fide Request" means the process described in Exhibit A that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

1.46 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.47 "Number Portability" is As Defined in the Act.

offers such features and functions to its Customers. All CCIS signaling parameters will be provided including, calling party number ("CPN"), originating line information ("OLI"), calling party category and charge number.

5.5.4 Each Party shall provide trunk groups where available that are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

5.6 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming Plan.

5.7 Measurement and Billing

5.7.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local/IntraLATA Trunks: provided that so long as the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of calls exchanged with CPN information.

5.7.2 Measurement of billing minutes (except for originating 800/888 calls) shall be in actual conversation seconds. Measurement of billing minutes for originating 800/888 calls shall be in accordance with applicable tariffs.

5.7.3 Where CPN is not available in a LATA for greater than 10% of the traffic, the Party sending the traffic shall provide factors to determine the jurisdiction, as well as local vs. toll distinction, of the traffic. Such factors shall be supported by call record details that will be made available for review upon request. Where a Party is passing CPN but the receiving Party is not properly receiving or recording the information, the Parties shall cooperatively work to correctly identify the traffic, and establish a mutually agreeable mechanism that will prevent improperly rated traffic. Notwithstanding this, if any improperly rated traffic occurs, the Parties agree to reconcile it.

5.8 Reciprocal Compensation Arrangements -- Section 251(b)(5)

5.8.1 Reciprocal Compensation only applies to the transport and termination of Local Traffic billable by NYNEX or MFS which a Telephone Exchange Service Customer originates on NYNEX's or MFS' network for termination on the other Party's network except as provided in Section 5.8.6 below.

5.8.2 The Parties shall compensate each other for transport and termination of Local Traffic in an equal and symmetrical manner at the rate provided in the Pricing Schedule. This rate is to be applied at the M-IP for traffic delivered by NYNEX, and at the N-IP for traffic delivered by MFS. No additional charges, including port or transport charges, shall apply for the

termination of Local Traffic delivered to the M-IP or the N-IP. When Local Traffic is terminated over the same trunks as intraLATA or interLATA toll, any port or transport or other applicable access charges related to the toll traffic shall be prorated to be applied only to the toll traffic.

5.8.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service or to any other intraLATA calls originated on a third party carrier's network on a 1+ presubscribed basis or a casual dialed (10XXX or 101XXXX) basis. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

5.8.4 Each Party shall charge the other Party its effective applicable tariffed intraLATA switched access rates for the transport and termination of all IntraLATA Toll Traffic.

5.8.5 The rates for termination of Local Traffic are set forth in the Pricing Schedule which is incorporated by reference herein.

5.8.6 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 13.0 shall be as specified in Section 13.6.

5.8.7 When either Party delivers seven (7) or ten (10) digit translated intraLATA 800/888 service to the other Party for termination, the originating party shall provide the terminating Party with billing records in industry standard format (EMR) if required by the terminating Party. The originating Party may bill the terminating Party for the delivery of the traffic at local reciprocal compensation rates. The terminating Party may not bill the originating Party reciprocal compensation under this Agreement. The Party that is providing the 800/888 service shall pay the database inquiry charge per the Pricing Schedule to the Party that performed the database inquiry.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2)

6.1 Scope of Traffic

Section 6.0 prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between MFS Telephone Exchange Service Customers and Interexchange Carriers ("IXCs").

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to MFS' Customers.

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of April 15, 1997

by and between

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

and

GLOBAL NAPS

FOR MASSACHUSETTS

1.36 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

1.37 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.38 "Local Traffic" means a call which is originated and terminated within a given LATA, in the Commonwealth of Massachusetts, as defined in DPU Tariff 10, Section 6. IntraLATA calls originated on a 1+ presubscription basis when available or a casual dialed (10XXX/101XXX) basis are not considered local traffic.

1.39 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.40 "Local Link Transmission" or "Link" means the entire transmission path which extends from the network interface/demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Links are defined by the electrical interface rather than the type of facility used.

1.41 "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.42 "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Link used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

1.43 "Meet-Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service as agreed to in the Agreement for Switched Access Meet Point Billing.

1.44 "Municipal Calling Service" is a calling service arrangement provided on a non-optional basis to municipalities served by more than one exchange or locality where toll charges would normally apply. Calls between exchanges or localities serving the same municipality are not chargeable as toll except for calls originating from coin (public and semi-public) telephones, terminating at public telephones, or made to or from foreign exchange lines unless dial tone for the foreign exchange line is provided from a central office serving some portion of the municipality in which the foreign exchange line service address is located.

1.45 "Network Element" is As Defined in the Act.

1.46 "Network Element Bona Fide Request" means the process described in Exhibit A that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

5.4.2 The publication "Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling" describes the practices, procedures and specifications generally utilized by NYNEX for signaling purposes and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities related to signaling.

5.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including, calling party number ("CPN"), originating line information ("OLI"), calling party category and charge number.

5.4.4 Each Party shall provide trunk groups where available that are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

5.5 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming Plan.

5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local/IntraLATA Trunks; provided that so long as the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of calls exchanged with CPN information.

5.6.2 Measurement of billing minutes (except for originating 800/888 calls) shall be in actual conversation seconds. Measurement of billing minutes for originating 800/888 calls shall be in accordance with applicable tariffs.

5.6.3 Where CPN is not available in a LATA for greater than 10% of the traffic, the Party sending the traffic shall provide factors to determine the jurisdiction, as well as local vs. toll distinction, of the traffic. Such factors shall be supported by call record details that will be made available for review upon request. Where a Party is passing CPN but the receiving Party is not properly receiving or recording the information, the Parties shall cooperatively work to correctly identify the traffic, and establish a mutually agreeable mechanism that will prevent improperly rated traffic. Notwithstanding this, if any improperly rated traffic occurs, the Parties agree to reconcile it.

5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

5.7.1 Reciprocal Compensation only applies to the transport and termination of Local Traffic billable by NYNEX or GNAPS which a Telephone Exchange Service Customer originates on NYNEX's or GNAPS's network for termination on the other Party's network except as provided in Section 5.7.6 below.

5.7.2 The Parties shall compensate each other for transport and termination of Local Traffic in an equal and symmetrical manner at the rate provided in the Pricing Schedule. This rate is to be applied at the BF-IP for traffic delivered by NYNEX, and at the N-IP for traffic delivered by GNAPS. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the BF-IP or the N-IP. When Local Traffic is terminated over the same trunks as intraLATA or interLATA toll, any port or transport or other applicable access charges related to the toll traffic shall be prorated to be applied only to the toll traffic.

5.7.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service or to any other IntraLATA calls originated on a third party carrier's network on a 1+ presubscribed basis or a casual dialed (10XXX or 101XXXX) basis. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

5.7.4 The Parties agree to interconnect their respective frame relay networks. Each Party will charge the other Party for Network to Network Interfaces ("NNI") at the rates specified in the Pricing Schedule in those instances where the Parties are interconnecting for the purposes of terminating Telephone Exchange Service Traffic. NYNEX will charge GNAPS the same rates charged to other similarly situated local exchange carriers for frame relay-to-frame relay network interconnection.

5.7.5 Each Party shall charge the other Party its effective applicable tariffed IntraLATA switched access rates for the transport and termination of all IntraLATA Toll Traffic.

5.7.6 The rates for termination of Local Traffic are set forth in the Pricing Schedule which is incorporated by reference herein.

5.7.7 Compensation for transport and termination of all traffic which is subject to performance of INP by one Party for the other Party pursuant to Section 13.0 shall be as specified in Section 13.6.

5.7.8 When either Party delivers seven (7) or ten (10) digit translated IntraLATA 800/888 service to the other Party for termination, the originating party shall provide the terminating Party with billing records in industry standard format (EMR) if required by the terminating Party. The originating Party may bill the terminating Party for the delivery of the traffic at local reciprocal compensation rates. The terminating Party may not bill the originating Party reciprocal compensation under this Agreement. The Party that is providing the 800 888 service shall pay the database inquiry charge per the Pricing Schedule to the Party that performed the database inquiry.

5.8 Municipal Calling Service

The parties shall work cooperatively to facilitate each Party's public service obligations as required by the Department to provide its end user customers with toll free Municipal Calling Service ("MCS"). Such cooperation shall include the sharing of certain account and toll free municipal ("TFM") codes on a daily or other mutually agreeable basis and working with other industry participants to satisfactorily resolve MCS related measurement and billing issues associated with implementation of IntraLATA presubscription.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2)

6.1 Scope of Traffic

Section 6.0 prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between GNAPS Telephone Exchange Service Customers and Interexchange Carriers ("IXCs").

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to GNAPS's Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow GNAPS's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an NYNEX Access Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks, and operated as one-way or two-way as mutually agreed by both Parties, connecting an End Office Switch GNAPS utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an Access Tandem Switch NYNEX utilizes to provide Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which NYNEX Access Tandem(s) will be sub-tended by each GNAPS End Office Switch. GNAPS end office switch shall subtend the NYNEX Access Tandem that would have served the same rate center on NYNEX's network. Alternative configurations will be discussed as part of the Joint Grooming Plan.

6.3 Meet-Point Billing Arrangements